

Phillips v. Collin Cnty. Cmty. Coll. Dist., et al.

Exhibit D:
Matkin Deposition

H. Neil Matkin

February 08, 2023

THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

JOSEPH MICHAEL PHILLIPS,)
)
Plaintiff,)
)
VS.) Civil Action
) No. 4:22-cv-184-ALM
COLLIN COUNTY COMMUNITY)
COLLEGE DISTRICT, et al.,)
)
Defendants.)

ORAL AND VIDEOTAPED REALTIME DEPOSITION OF
H. NEIL MATKIN
FEBRUARY 8, 2023

ORAL AND VIDEOTAPED REALTIME DEPOSITION OF H. NEIL
MATKIN, produced as a witness at the instance of the
Plaintiff, and duly sworn, was taken in the above-styled
and numbered cause on February 8, 2023, from 9:41 a.m.
to 6:21 p.m., before Christy Cortopassi, CSR in and for
the State of Texas, reported by machine shorthand, at
the law offices of Abernathy Roeder Boyd Hullett, 1700
N. Redbud Boulevard, Suite 300, McKinney, Texas 75069,
pursuant to the Federal Rules of Civil Procedure and the
provisions stated on the record or attached hereto.

A P P E A R A N C E S

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ALSO PRESENT:

Ms. Monica Velazquez,
General Counsel, Collin College

Terry VanDerHeyden - Videographer

H. Neil Matkin

February 08, 2023
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1 H. NEIL MATKIN,
2 having been first duly sworn, testified as follows:

3 EXAMINATION

4 BY MR. GRUEBEL:

5 Q. Good morning, Mr. Matkin.

6 A. Good morning.

7 Q. We already had these pleasantries off the
8 record but now we're on the record. As I have said, my
9 name is Greg Greubel and I represent Michael Phillips in
10 this case, and I'm going to be asking you some questions
11 about his termination and the events leading up to it.

12 My colleague here, Josh, has started a
13 timer. We get seven hours for a deposition. Just to
14 avoid us all having to do math, we're trying to keep
15 track of it with his timer, but obviously the times that
16 we begin and end will be reflected on the record. So if
17 there is any dispute about that, we can talk about that
18 if we get close to that seven-hour mark. I never try to
19 go seven hours but sometimes it is inevitable.

20 So can you just state your name and address
21 for the record.

22 A. Harvey Neil Matkin. My work -- my home
23 address?

24 Q. Yes.

25 A. 760 County Road 557, Farmersville, Texas 75442.

1 Q. So when did you start at Collin College?

2 A. I was hired -- started with the 30th
3 anniversary of the college's founding on April 6, 2015.

4 Q. What does your job as president entail?

5 A. Wow. I'm responsible for presenting the master
6 and strategic plans for the board's consideration. I'm
7 responsible for day-to-day operations of the college and
8 all of the personnel that are hired and retained by the
9 college, interfacing with the community, just a lot of
10 different avenues.

11 Q. Would you say you have been successful in your
12 position?

13 A. I believe I have.

14 Q. How do you measure success?

15 A. Well, thankfully, I don't get to measure my
16 success but the Board does that annually. So I get a
17 review, an annual evaluation on an annual basis and one
18 way of measuring it is salary of course. That's not how
19 I measure it.

20 I ask the question, have we served
21 students. And if we have served students successfully
22 and if our numbers are shown in a positive way, I feel
23 very good about the work that the college has done.

24 One particular area is that we're always
25 the top first or second college in success measures as

1 Q. Has that increased since your time at Collin?

2 A. Yes, sir.

3 Q. Is that the year-over-year increase?

4 A. With the exception of some of the COVID-stalled
5 progress, we saw some slight declines.

6 Q. Have you had any issues securing local, state
7 or federal funding since your time at Collin College?

8 A. We have not.

9 Q. We can start with some exhibits now. This will
10 be marked as Matkin 1.

11 (Exhibit 1 marked.)

12 Q. (BY MR. GRUEBEL) Do you recognize this
13 document?

14 A. I do.

15 Q. Can you tell me what it is?

16 A. This looks like a policy, DH, the board
17 policies for the Code of Professional Ethics.

18 Q. Were you involved in creating this policy?

19 A. I think the policy already existed when I
20 arrived. It looks like it's been modified as of
21 7/14/2020.

22 Q. Were you involved in any of those revisions?

23 A. I certainly was aware of them but I don't know
24 that I took direct wordsmithing on any of them.

25 Q. Do you recall what any of the revisions were?

1 whatever they want to wherever they want to. We live in
2 a free county.

3 Q. Do you make any distinction between privileges
4 and rights?

5 A. I'm not fond of that but in this case I would
6 use the words interchangeably.

7 Q. I want to draw your attention -- sorry, before
8 I go there, are there any definitions for what it means
9 to seek revision in a judicious and appropriate manner?

10 A. I would have to view policy to see, but none
11 come to mind.

12 Q. What does that mean to you?

13 A. Well, back on point?

14 Q. 11.

15 A. 11. It's -- the policy in 11 simply says that
16 the professional educator will observe the stated
17 policies which are passed by the Board, and procedures
18 which are implemented by the college district reserving
19 the right, not giving up their right to seek revision.

20 So seek change where they see change is
21 necessary in a judicious and appropriate manner.

22 Q. What's the specific goal that the college is
23 trying to achieve with this paragraph?

24 A. I think it's trying to create an environment
25 where you have to operate according to these policies

1 and these procedures; however, the professional educator
2 has opportunity to suggest or ask for change. It's
3 really keeping the college fresh and on the forefront.

4 Q. Does this policy prohibit criticism of the
5 college?

6 A. I don't think so.

7 Q. Would you agree that criticism of the college
8 is a viewpoint?

9 A. Certainly.

10 Q. Now let's look at paragraph 13. Tell me when
11 you are ready to talk about it.

12 A. I'm ready.

13 Q. What does Academic Freedom mean in this policy?

14 A. I take it to mean that the individuals
15 responsible for their course content, including the
16 textbook selection that I mentioned earlier and they're
17 not interfered with in the teaching of their particular
18 subject area.

19 Q. What about the content of their lectures?

20 A. Again, I think if they're on topic and in the
21 realms of their discipline, I think they've got a lot of
22 freedom, complete freedom.

23 Q. So in total, how are employees supposed to know
24 what the standards in this Code of Ethics means?

25 A. How are the employees supposed to know? We

1 have orientation that happens at the beginning of every
2 new employee coming in where they're asked to spend some
3 time with the policies. I know faculty routinely have
4 workshops at the start of every long semester. So I
5 would think there would also be some direction from the
6 various associate deans and at the provost on the campus
7 level, at the campus level.

8 (Reporter clarification.)

9 Q. (BY MR. GRUEBEL) We have another policy here.

10 A. What would you like me to do with this?

11 MR. GRUEBEL: You can ask her.

12 THE COURT REPORTER: Just start a pile
13 there.

14 (Exhibit 2 marked.)

15 Q. (BY MR. GRUEBEL) This is going to be marked as
16 Matkin 2. Let me know when you are ready to talk about
17 it.

18 A. I am ready when you are.

19 Q. Do you recognize the document?

20 A. I do.

21 Q. What is it?

22 A. It's an Employee Standards of Conduct, Policy
23 DH Local.

24 Q. Who drafts these?

25 A. Same answer as before. Would you like me to

1 repeat it?

2 Q. Yes, please.

3 A. The policies get reviewed once every three
4 years ever since 2015. They are reviewed in this case
5 by general counsel and we also have a service, the Texas
6 Association of School Boards, that sends us regular
7 updates to policies that have been adopted that reflect
8 legislative changes or other changes in the state. They
9 also -- we get presented to the Board of Trustees
10 committee, an organization, education and policy
11 committee. It's a three- or four-board member
12 committee. It's been both. There's three now. It has
13 been four. And ultimately that policy deliberates or
14 the policy committee deliberates and presents it to the
15 full board for consideration.

16 Q. And who approves these policies?

17 A. The board does.

18 Q. Has this policy that we're looking at here been
19 approved by the board?

20 A. From what I can see, it looks as if it has.

21 Q. The bottom left-hand corner says date issued
22 July 14, 2020. Is that when this policy was put in
23 place?

24 A. This is when it would have been, I believe,
25 updated.

1 (Exhibit 5 marked.)

2 Q. (BY MR. GRUEBEL) The next one will be marked
3 as Matkin 5.

4 A. Thank you.

5 Q. Let me know when you're ready to talk about it.

6 A. I'm ready.

7 Q. What is this policy?

8 A. This is DGC Local, Employee Rights and
9 Privileges, Employee Expression and Use of College
10 Facilities. It's the corollary policy to the legal
11 policy we reviewed before.

12 Q. Has this policy been approved by the board?

13 A. It appears so, yes.

14 Q. Have you ever been involved in revisions to
15 this policy?

16 A. Only as part of the process that I mentioned
17 earlier.

18 Q. Do you recall what any of those revisions were?

19 A. I do not.

20 Q. What's the purpose of this policy?

21 A. This policy bears out the commitment to
22 Academic Freedom of educators, dedication to academic
23 responsibility. And so it's trying to, again, expound
24 upon the earlier ethics policies that we reviewed.

25 Q. You said it expounds upon the ethics policy.

1 public concern?

2 A. Certainly it was.

3 Q. Now what's it mean to exercise appropriate
4 restraint?

5 A. What it means to me is to think about the
6 impact of my words. I think about my own specific
7 example.

8 Q. What does it mean for faculty members?

9 A. I think I would have to have a conversation
10 with the faculty member. There may be different
11 interpretations.

12 Q. Why do you think there would be different
13 interpretations of it?

14 A. What I consider appropriate restraint for me
15 might be -- somebody else would consider something
16 different.

17 Q. Would you say it's kind of vague?

18 A. I don't think it's vague for me but I could see
19 that someone else might.

20 Q. Now what does it mean to exhibit tolerance for
21 differing opinions?

22 A. That means that we recognize that everybody has
23 their own walk and has their own opinion and we don't
24 condemn or show somebody a lack of respect because their
25 opinion doesn't match ours.

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21 differing opinions?

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23 their own walk and has their own opinion and we don't
24 condemn or show somebody a lack of respect because their
25 opinion doesn't match ours.

1 policies?

2 A. The legal policy would have been prior to my
3 hire. So, no. The July 11, 2017, policy in the manner
4 described prior. Would you like me to describe it
5 again?

6 Q. No. Do you recall what any of the revisions to
7 the policy were then?

8 A. I do not.

9 Q. Now I want to draw your attention to the Core
10 Values. Now, what are the purpose -- what purpose of
11 the college is furthered by enumerating these Core
12 Values?

13 A. I think it's a way of communicating of the
14 standards we aspire to.

15 Q. They say, We have a passion for learning,
16 service and involvement, creativity, academic
17 innovation, academic excellence, dignity and respect and
18 integrity.

19 The Code of Ethics also refers to dignity
20 and respect. Are those terms defined the same in both
21 policies?

22 A. I haven't seen definitions for either area but
23 I would assume that they mean the same thing.

24 Q. Do they mean the same thing to you?

25 A. They do.

1 Q. Is it possible for an employee to violate the
2 Code of Ethics' dignity and respect provisions but not
3 violate AD Local's dignity and respect provisions?

4 A. I would have difficulty imagining that. So I
5 would say no.

6 Q. And if an employee violates these Core Values,
7 can they be disciplined?

8 A. Yes.

9 Q. What if it's speech on a matter of public
10 concern?

11 A. I think that's -- we covered that. I think
12 that's an exception that goes to the rights of the
13 employee individual.

14 Q. I'll mark this next document Exhibit 7.

15 (Exhibit 7 marked.)

16 MR. GRUEBEL: Can we go off the record for
17 just a second?

18 THE VIDEOGRAPHER: We're off the record at
19 11:30 a.m.

20 (Break taken from 11:30 a.m. to 11:31 a.m.)

21 THE VIDEOGRAPHER: We're back on the record
22 at 11:31 a.m.

23 Q. (BY MR. GRUEBEL) Can you tell me what this
24 document is?

25 A. Let me check all four pages. This is all CT

1 MR. GRUEBEL: Okay. Good for lunch?

2 MR. CRAWFORD: Yeah.

3 THE VIDEOGRAPHER: We're off the record at
4 12:06 p.m.

5 (Break taken from 12:06 p.m. to 1:09 p.m.)

6 THE VIDEOGRAPHER: And we're back on the
7 record at 1:09 p.m.

8 (Exhibit 13 marked.)

9 Q. (BY MR. GRUEBEL) Here is what's marked as 13.

10 MR. CRAWFORD: We're on 13?

11 MR. GRUEBEL: Yeah.

12 Q. (BY MR. GRUEBEL) Mr. Matkin, during the break
13 did you take any medication or any substance that would
14 impair your ability to give truthful testimony?

15 A. No, sir.

16 Q. Can you tell me what I just handed you there as
17 Exhibit 13?

18 A. You handed me DD Local, policy on board
19 personnel positions.

20 Q. Do you know if this policy is approved by the
21 board?

22 A. I believe it was, yes, sir.

23 Q. Do you know if there have been revisions to
24 this policy?

25 A. It looks like it was last revised on 1/17/2020

1 and I don't know what revisions those might have been.

2 Q. The first paragraph says -- or the first
3 sentence of the first paragraph says, The board
4 delegates to the district president authority to employ
5 administrative personnel, faculty and other full-time
6 personnel for board-approved budgeted positions.

7 Does that mean that you have the final
8 authority to hire and fire faculty members?

9 A. Yes, sir.

10 Q. I'll not ask any more questions about that
11 but -- so is posting on social media a part of any
12 Collin College professor's job duties?

13 A. I'm not sure.

14 Q. Do you know if it's a standard part of the
15 employment agreement between Collin College and faculty
16 members to post on social media?

17 A. I do not.

18 Q. Does the college have any system for tracking
19 social media posts by faculty or staff?

20 A. Not to my knowledge.

21 Q. Have you ever heard of social sentinel?

22 A. I have.

23 Q. What is that?

24 A. Social sentinel was either a company or an app,
25 and I don't know which, that was employed as part of the

1 A. I would have to go back and review the
2 individual cases.

3 Q. You don't have enough information about the
4 individual cases to give an opinion on that sitting here
5 today?

6 A. I do not.

7 Q. Did you ever hear the name Audra Heaslip?

8 A. I have.

9 Q. Do you recall the decision not to approve her
10 for a contract renewal?

11 A. I recall the decision being made, yes.

12 Q. Did you make that decision?

13 A. I did.

14 Q. Tell me about it. What happened?

15 A. I received a recommendation from the chief
16 operating officer of the college to nonrenew
17 Ms. Heaslip. I reviewed the circumstance -- I think it
18 was two years ago or thereabouts, either late January or
19 early February of 2021. I would have reviewed the
20 supporting documentation and made a decision.

21 Q. Who was the chief operating officer at that
22 time?

23 A. Dr. Toni Jenkins.

24 Q. What did Toni Jenkins tell you about Audry
25 Heaslip that lead you to not approve her for a contract

1 renewal?

2 A. I would have to review the forms that were
3 submitted. I don't have them committed to memory.

4 Q. Do you remember anything about it?

5 A. I remember it was a negative recommendation.

6 Q. Do you remember if anybody did recommend her
7 for a renewal?

8 A. I believe that through the process there were
9 earlier "yes" recommendations and I believe Dr. Jenkins
10 recommended "no."

11 Q. What did you base your decision on?

12 A. Again, I would need to go back and review the
13 specific documentation. It's been two years ago.

14 Q. Do you remember if it was because of something
15 she posted on social media?

16 A. I don't recall that.

17 Q. Do you recall if it was something that she said
18 in the public that was critical of the college?

19 A. I would have to go back and review the
20 documentation.

21 Q. Do you recall if it involved her advocacy of
22 the Texas Faculty Association?

23 A. I don't recall that at all.

24 Q. Are you familiar with the Texas Faculty
25 Association?

1 A. Two of those I have no knowledge of. I wasn't
2 originally involved in any of them and two of them I've
3 become aware of them as a result of these proceedings or
4 proceedings like this, but I still haven't reviewed the
5 original documentation. I'll say for your materials, it
6 appears that's the case but I would like to see the
7 original documentation.

8 Q. You must be from Missouri, the Show Me State.

9 A. No. I just don't know what I don't know.

10 Q. You did approve the decision not to give
11 Dr. Burnett a new contract, didn't you?

12 A. I did.

13 Q. You did tell Representative Leach that you'd
14 deal with that when she tweeted something critical of
15 the vice president during the debate, didn't you?

16 A. I thought I told him I was aware of it and
17 would deal with it, yes.

18 Q. She ended up being terminated, right?

19 A. That was the recommendation that was presented
20 to me, yes.

21 Q. Is that how you dealt with it?

22 A. That is how I dealt with it.

23 (Exhibit 16 marked.)

24 Q. (BY MR. GRUEBEL) This next document is going
25 to be marked as Matkin 16. Do you recognize that

1 Q. How about whether it had anything to do with
2 Dr. Jones' criticism of the college's COVID-19 reopening
3 plan?

4 A. I'm trying to remember if she had specific
5 criticism that was presented to me. Again, it's been
6 two years ago.

7 Q. Do you remember if it had anything to do with
8 Dr. Jones not observing the stated policies and
9 procedures of the college and seeking to revise those in
10 a judicious and appropriate manner?

11 A. I'm sure that factored in but, again, I would
12 like to see the specific materials that I made my
13 decision on.

14 Q. But why do you think it factored in? You seem
15 to remember something about that. Tell me more about
16 it.

17 A. What's your specific question?

18 Q. Do you recall if the -- your decision not to
19 give Dr. Jones a new contract had anything to do with
20 her not seeking to revise college policies in a
21 judicious and appropriate manner?

22 A. My answer to that is, yes.

23 Q. Tell me why.

24 A. Why what?

25 Q. Why -- what did it have -- what did she do to

1 not seek to revise those policies in a judicious and
2 appropriate manner from what you recall?

3 A. If memory serves, I think the day before the
4 spring semester started, Dr. Jones launched a
5 letter-writing campaign to my office after the board had
6 already adopted a go-forth and I think that was part of
7 the discussion.

8 Dr. Jones was a member of the faculty
9 council and had a dozen different remedies available to
10 her for expressing her opinions or affecting change.
11 There was also a task force, a reopening task force that
12 was in place, and I don't think Dr. Jones had a single
13 conversation with any supervisor or anybody up the chain
14 or me before staging an attack on the college.

15 Q. Now what do you mean by an attack on the
16 college?

17 A. Dr. Jones solicited a letter-writing campaign
18 to effect opening the college the day before the college
19 opened for the spring.

20 Q. And you testified earlier that COVID-19 was a
21 matter of public concern, right?

22 A. It definitely was.

23 Q. So Dr. Jones was staging a letter-writing
24 campaign about a matter of public concern?

25 A. No. Dr. Jones was trying to effect the

1 didn't do.

2 Q. Do you think she violated the Code of Ethics?

3 A. I think she could have handled it better.

4 Q. Do you think she violated the Code of Ethics?

5 A. She certainly didn't show dignity or respect to
6 her supervisors.

7 Q. How was she supposed to know that seeking to
8 get public support for a position regarding the
9 college's COVID-19 reopening plan was not dignified or
10 respectful?

11 A. When you say "public support," do you mean the
12 private group that she campaigned with? I just want to
13 answer your question accurately.

14 Q. And I appreciate the clarifying question. Yes.
15 The 3,000 people in this private Facebook group and
16 anyone else that she went to outside of the college's
17 appropriate channels.

18 A. I don't know of anyone else other than that
19 group but there may have been some.

20 Q. Would that have made it a bigger problem if she
21 sought out more than just 3,000 people?

22 A. I don't think of it in terms of size of
23 problem. I think of it in terms of appropriateness of
24 action.

25 Q. And the Code of Ethics requires that

1 professional educator observe the stated policies and
2 procedure of the college district reserving the right to
3 seek revision in a judicious and appropriate manner?

4 A. That's correct.

5 Q. And she violated that provision?

6 A. I would think so, yes. But, again, I would
7 like to see my original -- the packet that I was
8 presented.

9 (Exhibit 17 marked.)

10 Q. (BY MR. GRUEBEL) Okay. Marked as Exhibit 17.
11 Let me know when you have had a chance to take a look at
12 it. Have you ever seen this before?

13 A. I'm trying to figure out if I have or not.

14 Q. Take your time.

15 A. I don't recognize this document. I may have
16 seen it but I don't recall it.

17 Q. That's my only question about it.

18 (Exhibit 18 marked.)

19 Q. (BY MR. GRUEBEL) Here's Exhibit 18. Let me
20 know when you have had a chance...

21 A. I recall this.

22 Q. Do you recall receiving it?

23 A. I do.

24 Q. Okay. Do you remember if you did anything in
25 response to receiving that letter?

1 to get to me and it's the main issue -- main thing I get
2 for each individual is a sheet that shows the history of
3 the recommendations through the entire process,
4 including the four levels of administration and Council
5 on Excellence in case of faculty, contractor rules.

6 So those all come as a packet with everyone
7 roughly a third of the multi-year contracts reviewed
8 every year or their extensions. There's two different
9 categories there. And then all of the one-years until
10 they achieve a multi-year contract reviewed every year.
11 They come in, yes, large file folders.

12 Q. Sounds like a big job.

13 A. I get the smallest part of it but the most
14 important.

15 Q. Now, we talked about the confederate monument
16 letters that the college got but outside of those, would
17 you say that Michael ever caused a disruption at the
18 college?

19 A. A disruption?

20 Q. Yeah. Or just -- let me start from scratch.

21 Has Michael ever caused a disruption at the
22 college?

23 A. I'm not aware of a -- disruption is kind of a
24 big word. I'm not aware of major disruptions that
25 Michael has caused at the college.

1 Q. Did Michael ever impair the ability of the
2 college to operate and provide education to its
3 students?

4 A. The college as a whole?

5 Q. Yeah.

6 A. No, I wouldn't say that.

7 Q. Did Michael ever do anything that cost the
8 college money in any form by tax funding or grants from
9 donors or any sort of thing related to the financial
10 well-being of the college?

11 A. Not to my knowledge.

12 Q. Who made the final decision not to approve
13 Michael for a new three-year contract?

14 A. That's my responsibility.

15 (Exhibit 45 marked.)

16 Q. (BY MR. GRUEBEL) Now I'll hand you what's
17 going to be marked as Matkin 45. Here you go.

18 A. Thank you.

19 Q. Do you recognize this?

20 A. I don't know that I have seen this particular
21 notice but I do recognize what it is, yes.

22 Q. What is it?

23 A. This is the chief operating officer of the
24 college, senior vice president Abe Johnson sending out a
25 required notice in a timely manner to individuals who

1 focused on quality of teaching and the public service at
2 the college predominately. And I don't think those were
3 the areas that rose to the concern among the
4 administration at the various levels. I think the
5 Council on Excellence, based on the information they
6 reviewed, probably came to the right conclusion.

7 Q. That Michael's performance as a teacher and
8 public service to the college were not deficient areas
9 for him?

10 A. That's exactly right. In fact, he had been
11 allotted as an excellent teacher.

12 Q. Was it a difficult decision to not renew him
13 for a new three-year contract?

14 A. It was.

15 Q. Because he was a great teacher. What weighed
16 against that, you know, keeping him on for another three
17 years or even another year for that matter? Was that an
18 option for you to give him a one-year contract?

19 A. It wasn't what was recommended, but I could
20 have overruled and done that, yes.

21 Q. What were the mitigating factors against his
22 excellent performance as a professor?

23 A. I think the thing that -- there were several
24 things that I recall when I was going through the file.
25 The thing that was the hardest for me was the fact that

1 focused on quality of teaching and the public service at
2 the college predominately. And I don't think those were
3 the areas that rose to the concern among the
4 administration at the various levels. I think the
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16 against that, you know, keeping him on for another three
17 years or even another year for that matter? Was that an
18 option for you to give him a one-year contract?

19 A. It wasn't what was recommended, but I could
20 have overruled and done that, yes.

21 Q. What were the mitigating factors against his
22 excellent performance as a professor?

23 A. I think the thing that -- there were several
24 things that I recall when I was going through the file.
25 The thing that was the hardest for me was the fact that

1 them were consistent, and the students had no reason to
2 attack Dr. Phillips. I think something happened and
3 they were concerned enough to report it.

4 Q. Were there any other complaints from students
5 about Michael from the rest of the semester after he was
6 given that employee coaching form?

7 A. I don't know if there were complaints
8 afterwards or not. I know there were some other
9 concerns that were in my packet relative to Michael
10 sharing a bias and political biases in the classroom as
11 opposed to teaching the broad spectrum of options.

12 Q. But doesn't Collin College policy permit
13 professors to teach controversial topics?

14 A. Absolutely.

15 Q. And he's a historian?

16 A. He is.

17 Q. And wouldn't you agree that sometimes
18 historians have to teach difficult subjects that may be
19 interpreted by students in different ways?

20 A. No arguments.

21 Q. Now, I want to go back to this document here.

22 A. This is 48?

23 Q. Yeah. Matkin -- you're right, the January 26,
24 2020 memo file.

25 A. Okay.

1 Q. Did you put together memos to file for all of
2 your -- the employees that you decide on whether or not
3 to give them a contract renewal?

4 A. No, I do not.

5 Q. Why did you do it for Michael?

6 A. Michael had already hired an attorney or
7 consulted with an attorney and had already made demands
8 prior to this circumstance. I anticipated that we would
9 being giving a deposition around this time. And I
10 wanted to make sure I encompassed my thinking at the
11 time so I wouldn't have to go back and try to piece it
12 together from 50 different documents.

13 Q. So the third paragraph -- or I'm sorry.

14 The fourth paragraph there, At this
15 juncture of the review process, however, it appears that
16 Dr. Phillips has not met the expectations of his own
17 direct-line supervisors and academic leaders. Based on
18 the impartial recommendations before me, it appears
19 Dr. Phillips has not worked collaboratively with his
20 associate dean and academic/workforce dean or treated
21 them in a respectful and professional manner.

22 Do you remember what you are referring to
23 there when you are saying that he didn't work
24 collaboratively with the associate dean and
25 academic/workforce dean or treat them in a respectful

1 and professional manner?

2 A. I would have to go back and get the packet and
3 see the specific write-up, but it's many of the areas we
4 just talked about I'm sure.

5 Q. And what are those areas that we just talked
6 about?

7 A. We talked about the disrespect of Dr. O'Quin.

8 Q. That's the -- let's look at that document
9 again. That's the August 27, 2021, write-up.

10 What's that marked as?

11 MR. DAVIS: 41.

12 Q. (BY MR. GRUEBEL) So Matkin 41 if you could
13 take a look at that. Now this document does refer to,
14 We have previously coached Dr. Phillips about using all
15 internal communication channels, for instance, associate
16 dean, dean, Faculty Council with his questions and/or
17 concerns with the college, including formal coaching in
18 July 2019, informal coaching in June 2020, and verbal
19 and email announcements in division meetings in
20 August 2021.

21 Are those the incidents that you were
22 referencing in the --

23 A. I believe so, yes.

24 Q. I'm sorry. Let me say it clear for the record.

25 Those were the incidents that you were

1 referencing in the January 26, 2022, memorandum?

2 A. They would have been included in that
3 reference, yes.

4 Q. Okay. And you also reference there policy DH
5 Exhibit, and that policy is also referenced in this
6 August 27, 2021, disciplinary form?

7 A. That's correct.

8 Q. Are those -- those are the same -- you are
9 quoting the same provisions of the Code of Ethics that
10 he violated; is that right?

11 A. It says, I worked collaboratively with
12 associate dean and academic or workforce dean.

13 Q. And Number 4 of the Code of Ethics says, The
14 professional educator shall work to enhance cooperation
15 and collegiality among students, faculty, and other
16 personnel.

17 A. Yes, sir.

18 Q. Is that the provision that he has violated?

19 A. Yes, sir.

20 Q. Okay. And then the second one, Number 11, I
21 think you quote that verbatim in your letter, right?

22 A. Yes, sir.

23 Q. I'm sorry. Is that correct that you quote the
24 Code of Ethics, Number 11, in the letter explaining your
25 decision not to renew Michael Phillips for a three-year

1 referencing in the January 26, 2022, memorandum?

2 A. They would have been included in that
3 reference, yes.

4 Q. Okay. And you also reference there policy DH
5 Exhibit, and that policy is also referenced in this
6 August 27, 2021, disciplinary form?

7 A. That's correct.

8 Q. Are those -- those are the same -- you are
9 quoting the same provisions of the Code of Ethics that
10 he violated; is that right?

11 A. It says, I worked collaboratively with
12 associate dean and academic or workforce dean.

13 Q. And Number 4 of the Code of Ethics says, The
14 professional educator shall work to enhance cooperation
15 and collegiality among students, faculty, and other
16 personnel.

17 A. Yes, sir.

18 Q. Is that the provision that he has violated?

19 A. Yes, sir.

20 Q. Okay. And then the second one, Number 11, I
21 think you quote that verbatim in your letter, right?

22 A. Yes, sir.

23 Q. I'm sorry. Is that correct that you quote the
24 Code of Ethics, Number 11, in the letter explaining your
25 decision not to renew Michael Phillips for a three-year

1 contract?

2 A. It is quoted in there, yes.

3 Q. So it's his violation of that policy a major
4 factor in the decision of yours?

5 A. One of many factors.

6 Q. So if Michael would have brought his concerns
7 directly to his frontline supervisors, would he still be
8 employed at Collin College?

9 A. That's a hypothetical. I don't know. Would he
10 also have bullied the students or would that be off the
11 table too?

12 Q. And when you say "bullied the students," you
13 mean that one disciplinary -- or the one student
14 complaint form, right?

15 A. The three complaints, the one form and the
16 incident, yes.

17 Q. So it's three complaints?

18 A. To my knowledge, yes.

19 Q. And how do you know it was three complaints?

20 A. It was reported to me that there were multiple
21 students, one complaint form, I believe one student and
22 a third student and a parent that had complained.

23 Q. Have you ever had another professor that you
24 considered for a contract renewal that had student
25 complaints?

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1 either one year or multi-year.

2 Q. And that decision to not renew him was for the
3 reasons you articulated there in that January 6 --

4 A. Yes, sir. That's correct.

5 Q. -- memorandum that's marked as Matkin 1.

6 THE COURT REPORTER: Matkin what?

7 THE WITNESS: 48.

8 MR. GRUEBEL: 48. I'm sorry. Yeah. The
9 Bates number is Matkin 1 is what I'm referring to
10 confusingly.

11 (Exhibit 50 marked.)

12 Q. (BY MR. GRUEBEL) This is an organizational
13 chart marked as Matkin 50.

14 A. Thank you.

15 Q. Is that document accurate with regard to the
16 chain of command for Michael Phillips?

17 A. I don't think it's accurate for January 2021.

18 (Exhibit 51 marked.)

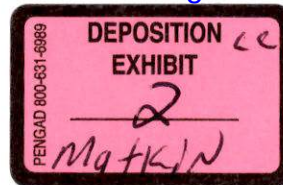
19 Q. (BY MR. GRUEBEL) I'll give you another one
20 then. That's Matkin 51. As far as you know, are those
21 the accurate chains of command for the different dates
22 that are listed there?

23 A. This is accurate to my knowledge.

24 Q. Matkin 51?

25 A. Yes, sir. That's correct.

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Violations

Employees will comply with the Code of Ethics set out in DH(EXHIBIT), the standards set out in this policy, and with any other policies, regulations, and guidelines that impose duties or requirements attendant to their status as College District employees. Violation of any policies, core values, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCC, DIAA, and DM series]

Record Retention

An employee will comply with the College District's requirements for records retention and destruction to the extent those requirements apply to electronic media. [See CIA and GCB]

Safety Requirements

All employees will adhere to College District safety procedures and guidelines and will report unsafe conditions or practices to the appropriate supervisor.

Alcohol and Drugs

A copy of this policy, the purpose of which is to eliminate drug abuse from the workplace, will be provided to all new employees and will be available on the College District human resources' website.

Employees will not unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on College District property or while engaged in College District-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs.
5. Any drug paraphernalia used for controlled substances as defined under Health and Safety Code Section 481.002.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It will not be considered a violation of this policy if the employee:

1. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use;

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2. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian;
3. Cultivates, possesses, transports, or sells hemp as authorized by law; or
4. Lawfully possesses, sells, or distributes Dextromethorphan.

The District President is authorized by the Board to permit the serving and consumption of alcohol at special fundraising functions for the College District, at specially designated events in College District facilities, and as a part of specifically defined and approved academic curricular programs/classes (e.g., culinary arts).

Notice

In addition to a copy of this policy, each employee will be given a copy of the College District's statement regarding a drug-free workplace and drug-free schools and a description of the health risks associated with the use of illicit drugs and the abuse of alcohol.

Reporting Violations of the Law

Each employee will report violations of law to his or her supervisor, a human resources representative, the appropriate vice president or provost, or the District President as soon as he or she may become aware of the same. Failure to make such a report and/or failure to report as required by Board policies may compromise the integrity of the College District depending upon the severity of any concealment and may subject the employee to disciplinary action, including termination of employment with the College District.

In instances in which an employee asserts that he or she is being suspended, terminated, or discriminated against on account of the good faith reporting of a violation of law, the employee has all rights and protections afforded by law and in particular under Government Code 554.001, et seq., whereby such action is a form of unlawful retaliation. Employees claiming retaliation under this section will exhaust all administrative remedies to correct an alleged injustice, including filing a resolution of employee concern form [see DGBA(LOCAL)] and following the appropriate procedures thereafter.

Weapons on Campus

The College District prohibits the use, possession, or display of any illegal knife, club, or prohibited weapon, in violation of the law or College District policies and procedures, on College District property or at a College District-sponsored or -related activity, unless written authorization is granted in advance by the District President or designee. [See CHF]

Arrests, Indictments, Convictions, and Other Adjudications

An employee (or designee, if the employee is incarcerated) will notify his or her immediate supervisor through a written letter via certified (verifiable) email or certified mail and sent/postmarked within

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	three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony or any offense involving moral turpitude.
Moral Turpitude	<p>Moral turpitude includes but is not limited to:</p> <ol style="list-style-type: none"> 1. Dishonesty, fraud, deceit, theft, or misrepresentation; 2. Deliberate violence; 3. Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor; 4. Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code; 5. Acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct, if any two or more acts are committed within any 12-month period; or 6. Acts constituting abuse under the Texas Family Code.
Smoke and Tobacco Free Workplace	<p>The College District prohibits smoking and the use of tobacco products or other electronic smoking devices on all College District property. Violators of this policy may be subject to disciplinary action, including, but not limited to, termination of employment. [See FLBD]</p> <p>An employee will not give or sell tobacco products or e-cigarettes to a person in violation of law.</p> <p>Employees seeking assistance or related educational materials should contact the human resources office.</p>
Use of College District Equipment at an Off-Campus Location	<p>College District employees may use College District equipment for College District-related purposes at off-campus locations, including a personal residence, by completing an equipment check-out form and by following the related procedures. Failure to comply with the published guidelines may result in disciplinary action. An employee will not use College District facilities, secretarial assistance, office supplies and equipment, or other College District resources for personal gain or benefit; such use of College District resources for personal gain or benefit is a violation of College District policy and state law.</p>
Fraternization / Consensual Relationships	<p>Employees with direct teaching, supervisory, advisory, or evaluative responsibility over other employees, students, or student employees are expected to recognize and respect the ethical and professional boundaries that must exist in such situations. Employees</p>

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must also avoid putting themselves in a compromising position, such as meeting alone with a student in a private residence or non-public place.

While personal relationships between consenting adults are a personal matter, they can create potential conflicts in the workplace and in the educational setting. Such relationships also have the potential for exploitation of an employee, student, or student employee and can possibly create professional or academic disadvantages for third parties.

Definitions

Consensual Relationship – a mutually acceptable, dating, romantic, or sexual relationship.

Consensual Relationship in the Workplace – a mutually acceptable, dating, romantic, or sexual relationship between a College District employee (including a student employee) with teaching, supervising, advising, evaluating, or grading authority, and an employee, student, or student employee who is, directly or indirectly, taught, supervised, advised, evaluated, or graded by that College District employee.

Conflict of Interest – Even when there is no actual conflict of interest, a potential conflict of interest or an appearance of impropriety may arise when individuals with the authority and the responsibility to evaluate the work or performance of an employee, student, or student employee initiate, acquiesce to, or engage in an intimate, dating, romantic, or sexual relationship with that employee, student, or student employee.

Prohibited Conduct

Employees are prohibited from having a consensual relationship in the workplace that is not reported in accordance with this policy.

This policy applies to all College District faculty, staff, and students. As used in this document, the terms “faculty, staff, and students” include individuals serving as interns or as volunteers, such as volunteer coaches.

Reporting Responsibility

When a consensual relationship in the workplace exists, the individual in the position of authority must immediately (and no later than within five days of commencing such a relationship) notify his or her immediate supervisor of the relationship. Failure of the individual in the position of authority to report the consensual relationship in the workplace immediately may result in disciplinary action up to and including termination.

If a conflict of interest or the appearance of a conflict of interest exists as a result of the consensual relationship in the workplace, the individual reporting the relationship will cooperate with his or her supervisor in making all the necessary arrangements to resolve the

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conflict of interest. If the conflict of interest cannot be resolved by the supervisor, the supervisor will refer the issue to the Human Resources Department for further resolution, including the removal of the reporting relationship, the reassignment of the reporting employee, other resolution of the conflict of interest, and/or termination of employment. If a consensual relationship in the workplace does not result in a conflict of interest or the conflict of interest is resolved, the relationship will be allowed by the supervisor.

If an allowed consensual relationship in the workplace ends and as a result has a negative impact on either employee's work, it is the employees' responsibility to inform their supervisor(s) and to take appropriate steps to mitigate any conflicts at work. If employees are unable to resolve conflicts at work, the employees will be asked to mutually agree which employee will be reassigned or resign from the College District's employment. If employees are unable to agree on that decision, the College District may elect to terminate the employment of one or both employees at the same time.

Immediate Supervisor Responsibility

A supervisor who is notified, or becomes aware, of a consensual relationship in the workplace will inform Human Resources. Human Resources will take steps to confirm that the consensual relationship in the workplace exists by meeting with the parties involved and advising that this type of relationship must conform to the guidelines of this policy. Human Resources will work with all parties to alter the conditions that create an actual or potential conflict of interest or the appearance of impropriety caused by the relationship. In most instances, providing alternative arrangements for either party will alter the conditions. In providing alternative arrangements, the College District must ensure no harm comes to the person in the relationship who holds less power or authority. These alternative arrangements must be documented, kept in the employee's personnel file, and reported to the vice president in the reporting line of the employee in the position of authority in the relationship.

Procedures for Failure to Cooperate

Employees in positions of authority in consensual relationships in the workplace must fully cooperate in efforts to eliminate any conflict of interest or appearance of impropriety and are subject to disciplinary action up to and including termination for failure to do so. The College District will presume that the relationship was not consensual if the subordinate party complains of sexual harassment related to an undisclosed consensual relationships in the workplace. Allegations of sexual misconduct will be investigated in accordance with College District policy and procedures.

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Procedure for
Grievances of
Disciplinary Actions

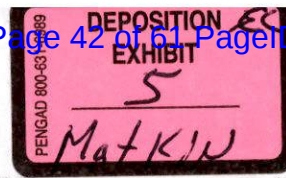
An individual who is disciplined under this policy may grieve or appeal through DGBA.

DATE ISSUED: 7/14/2020
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Note: For expression and use of College District facilities and distribution of literature by students and registered student organizations, see FLA. For use of the College District's internal mail system, see CHE.

Academic Freedom

All faculty members (full-time and associate) will be entitled to academic freedom and bear a concomitant dedication to academic responsibility. (The faculty subscribes to the principles expressed in the Statement of Academic Freedom and Responsibility adopted February 19, 1982, by the Texas Junior College Teachers' Association, the text of which is appended to and made an integral part of this document.) [See Statement of Purpose on Academic Freedom and Responsibility, below]

All faculty members enjoy the constitutional freedoms guaranteed to all citizens by the United States' Constitution and the Constitution of the State of Texas. In the classroom, teaching faculty members have the freedom to discuss any controversial matter and to voice opinions within areas of their professional competence. At the same time, they have an obligation to acquaint students with other scholarly opinions on the subject. Outside the classroom, faculty members are free from institutional censorship or discipline for exercising their rights as private citizens to express themselves freely on matters of public concern, to associate with persons or groups as they so choose, and to participate in political or other kinds of activities. When faculty and support staff speak or write as private citizens, however, they must bear in mind that their actions will inevitably be judged by the public and reflect upon their profession and institution. Therefore, faculty and support staff will strive for accuracy, exercise appropriate restraint, exhibit tolerance for differing opinions, and indicate clearly that they are not an official spokesperson for the College District.

The College District accepts the responsibility to foster and to encourage faculty and support staff to exercise their freedoms and to protect against acts that deny freedom of speech and the related freedoms to be heard, to study, to teach, to administer, and to pursue scholarly activity.

Faculty members acknowledge their responsibility to maintain professional competence in their fields of specialization and to be committed to effective teaching and student service.

**Statement of
Purpose on
Academic Freedom
and Responsibility**

The Board believes that it is essential that the faculty have freedom in teaching, research, and publication. Faculty members must be free from the fear that others might threaten their professional careers because of differences of opinion regarding such scholarly

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matters. To this end, the College District has adopted the following statement of purpose on academic freedom and responsibility.

The College District, like all other institutions of higher education, serves the common good, which depends upon uninhibited search for truth and its open expression. The points enumerated below constitute its position on academic freedom:

1. Faculty members are appointed to impart to their students and to their communities the truth as they see it in their respective disciplines. The teacher's right to teach preserves the student's right to learn.
2. The mastery of a subject makes a faculty member a qualified authority in that discipline and competent to choose how to present its information and conclusions to students. The following are among the freedoms and responsibilities that should reside primarily with the faculty, with the advice and consent of the appropriate dean of instruction: planning and revising curricula, selecting textbooks and readings, selecting classroom films and other teaching materials, choosing instructional methodologies, assigning grades, and maintaining classroom discipline.
3. Faculty members are citizens, and, therefore, possess the rights of citizens to speak freely outside the classroom on matters of public concern and to participate in lawful political activities.
4. Prior restraint or sanctions will not be imposed upon faculty members in the exercise of their rights as citizens or duties as teachers. Nor will faculty members fear reprisals for exercising their civic rights and academic freedom.
5. Faculty members have a right to expect the Board and the College District's administrators to uphold vigorously the principles of academic freedom and to protect the faculty from harassment, censorship, or interference from outside groups and individuals.

The academic freedom of the College District faculty members will be accompanied by equally compelling obligations and responsibilities to their profession, their students, the College District, and their community. Faculty members will defend the rights of academic freedom while accepting willingly the responsibilities enumerated below:

1. Faculty members will be judicious in the introduction of material in the classroom without forfeiting the instructional benefits of controversy.

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2. Faculty members are entitled to all rights and privileges of academic freedom in the classroom while discussing the subjects they teach. No faculty member, however, will attempt to force on his or her students a personal viewpoint intolerant of the rights of others to hold or express diverse opinions. Faculty members will not act in a manner that is perceived as being abusive, either physically or verbally, by their students.
3. Faculty members will recognize their responsibility to maintain competence in their disciplines through continued professional development and to demonstrate that competence through consistently adequate preparation and performance.
4. Faculty members will recognize that the public will judge their institution and their profession by their public conduct. Therefore, faculty members will always make clear that the views they express are their own and will avoid creating the impression that they speak or act on behalf of the College District or of their profession.
5. Faculty members will recognize their responsibility to adhere to the policies and procedures of the institution. Therefore, faculty members who have differences of opinion with existing or proposed policies or procedures will express these views through the standing committee structure of the College District or their supervising administrators.

**Expressive Activities
by Employees in
Common Outdoor
Areas**

Common outdoor areas are designated by state law as traditional public forums.

For purposes of this policy, the terms "expressive activities" and "common outdoor areas" are defined in GD(LOCAL).

All College District employees may engage in expressive activities in common outdoor areas, unless:

1. The person's conduct is unlawful;
2. The use would constitute an immediate and actual danger to the peace or security of the College District that available law enforcement officials could not control with reasonable efforts;
3. The use would materially or substantially disrupt or disturb the regular academic program; or
4. The use would result in damage to or defacement of property.

Employees do not need a College District permit or a prior reservation for the exercise of expressive activities in common outdoor areas of the College District. Expressive activity may occur in those

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common outdoor areas of the College District that are not in use by others.

However, employees may, and are encouraged to, reserve a space to assemble in the common outdoor areas of the College District. Once a person or group reserves a certain space in a common outdoor area for assembly or expressive activities, it is not available for another person's or group's use or reservation at the same time. Therefore, any person or group using or occupying the space without a reservation must yield control of the space in time to permit any user with a reservation to begin using the space promptly at the beginning of the reserved time.

In addition, when outdoor space is being used, even on a temporary basis, for College District business, operations, events, an educational function, or a research function, it is not part of the common outdoor area available for use for others' expressive activities.

Reservations for assembly or expressive activities in the common outdoor areas of the College District may be made through the Conference Services Department on a form prescribed by them or through a request sent to reserveCOA@collin.edu. If the expected attendance at an assembly or expressive activity is 15 or more people, advance notice and a reservation of no less than two weeks is recommended. Persons and organizations are encouraged to seek a reservation of a space that is suited to their assembly's anticipated size.

Time, Place, and
Manner Rules for
Common Outdoor
Areas

In addition to the specific rules addressed in this policy and in DGD, expressive activities by employees in common outdoor areas are subject to the time, place, and manner rules listed in GD(LOCAL).

Facilities Use

Other than the use of common outdoor areas, the facilities of the College District will be made available to employees or employee organizations, when such use does not conflict with use by, or any of the policies and procedures of, the College District. The requesting employees or employee organization will pay all expenses incurred by their use of the facilities in accordance with a fee schedule developed by the District President or designee.

An "employee organization" is an organization composed only of College District faculty and staff or an employee professional organization.

The distribution of materials by employees or employee organizations in College District common outdoor areas is subject to the same policies set out in GD.

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Requests

To request permission to meet in College District facilities, interested employees or employee organizations will file a written request with the facilities scheduling coordinator in accordance with administrative procedures.

The employees or the employee organization making the request will indicate that they have read and understand the policies and rules governing use of College District facilities and that they will abide by those rules.

Employees may, and are encouraged to, reserve a space to assemble in the common outdoor areas of the College District. Once a person or group reserves a certain space in a common outdoor area for assembly or expressive activities, it is not available for another person's or group's use or reservation at the same time. Therefore, any person or group using or occupying the space without a reservation must yield control of the space in time to permit any user with a reservation to begin using the space promptly at the beginning of the reserved time. [See GD]

Approval

Other than the use of common outdoor areas, the Vice President/Provost of each campus will approve or reject the request for use of College District facilities in accordance with provisions and deadlines set out in this policy, GF(LOCAL), and administrative procedures, without regard to the religious, political, philosophical, ideological, academic viewpoint, or other content of the speech likely to be associated with the employees' or employee organization's use of the facility.

Approval will not be granted when the official has reasonable grounds to believe that:

1. The College District facility requested is unavailable, inadequate, or inappropriate to accommodate the proposed use at the time requested;
2. The applicant is under a disciplinary penalty or sanction prohibiting the use of the facility;
3. The proposed use includes nonpermissible solicitation;
4. The proposed use would constitute an immediate and actual danger to the peace or security of the College District that available law enforcement officials could not control with reasonable efforts;
5. The applicant owes a monetary debt to the College District and the debt is considered delinquent;

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6. The proposed activity would disrupt or disturb the regular academic program;
7. The proposed use would result in damage to or defacement of property or the applicant has previously damaged College District property; or
8. The proposed activity would constitute an unauthorized joint sponsorship with an outside group.

The Vice President/Provost, Director of Auxiliary Services, or a designee will provide the applicant a written statement of the grounds for rejection if a request for use of the facilities is denied.

Announcements and Publicity

In accordance with administrative procedures, all employees and employee organizations will be given access on the same basis for making announcements and publicizing their meetings and activities.

Identification

Employees and employee organizations using College District facilities must provide identification when requested to do so by a College District representative or College District police officer.

Violations of Policy

Failure to comply with this policy and procedures regarding use of College District common outdoor areas, College District facilities, or distribution of literature will result in appropriate administrative action, including but not limited to, the suspension of the individual's or organization's use of College District facilities and/or the confiscation or discarding of nonconforming materials. An employee who fails to comply with or violates this policy may be disciplined under applicable procedures provided by other College District policies and rules, and may be referred to a supervisor, dean, or the Human Resources Department for disciplinary action. Community members or off-campus organizations who violate the rules in this policy may also be subject to criminal trespass charges or other lawful measures.

Interference with Expressive Activities in Common Outdoor Areas

Employees who interfere with the expressive activities permitted by this policy will be subject to disciplinary action in accordance with the College District's discipline policies and procedures [see DH, FM, and FMA].

Appeals

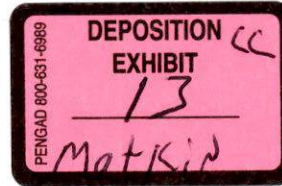
Decisions made by the administration in accordance with this policy may be appealed in accordance with DGBA(LOCAL) or FLD(LOCAL), as applicable.

Publication

This policy and associated procedures must be posted on the College District's website and distributed to employees in appropriate publications.

Collin College
043500

PERSONNEL POSITIONS



DD
(LOCAL)

The Board delegates to the District President authority to employ administrative personnel, faculty, and other full-time personnel for Board-approved budgeted positions. A personnel report will be presented to the Board as a part of the consent agenda that provides background information on new full-time employees, promotions, and exits. [See DC(LOCAL)]

The District President or designee will employ part-time personnel based on recommendation of the appropriate administrator and based on need.

The job descriptions and qualifications for all positions will be approved by the human resources office prior to posting a vacant position. Job descriptions will be maintained by the human resources office. Except in cases where unusual circumstances exist, all employees will be classified as one of the following.

Contract Employment

An employee in a duly authorized and funded full-time faculty position will be considered a full-time faculty member with a full-time faculty contract.

The District President will be employed with a full-time administrative contract.

Noncontract Employment

Staff and
Administrative
Employees

Full-time employees paid on the staff and administrative salary schedules are considered noncontractual personnel and are hired on an at-will basis. All noncontractual employees are hired based upon need and may be released at any time for any reason or for no reason at the sole discretion of the College District.

Temporary Salaried
Employees

Full-time employees hired based on a short-term need are considered temporary full-time employees and may be released at any time for any reason or for no reason at the sole discretion of the College District without the right to appeal.

Temporary Grant-
Funded Employees

Full-time employees, employed in positions that are funded by federal or other special funding, have a term of employment equal to the term of the temporary assignment or until the loss of one or more funding sources, whichever occurs first. Such employees may be released at any time for any reason or for no reason at the sole discretion of the College District. The College District may continue to employ an individual after the loss of a funding source at a reduced compensation rate, where the reduction is proportionate to the loss of funding.

Employee with
Supplemental
Assignments

Supplemental duties may from time to time be assigned to full-time employees. No property right to continued employment exists in such supplemental duties, and such assignments may be terminated for any reason or for no reason, at the sole discretion of the College District.

Collin College
043500

PERSONNEL POSITIONS

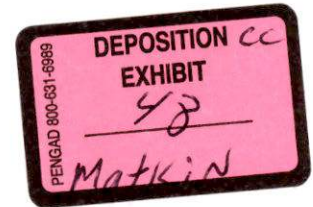
DD
(LOCAL)

**Noncontract
Employees Without
Benefits**

Noncontract employees whose assigned workload (hours worked per week) and compensation rate do not meet the state's criteria for eligibility for the state-provided benefits package are considered part-time without benefits and may be released at any time for any reason or for no reason at the sole discretion of the College District without the right to appeal.

**Definition of
Probationary
Employee**

The term "probationary employee" will refer to new and rehired, both contract and noncontract full-time employees in the first 90 days of full-time employment with the College District. Employees in a new employee probationary status may be dismissed at any time during the probationary period for any reason or no reason at the sole discretion of the College District and without the right to appeal.



MEMORANDUM

FROM: Dr. Neil Matkin

TO: Memo to File

DATE: January 26, 2022

RE: Dr. Michael Phillips 2022-2025 Faculty Contract - Nonrenewal

As part of our annual faculty contract review process, I received a recommendation form for Dr. Phillips indicating that none of his supervisory levels recommended him for either a faculty contract extension or multi-year faculty contract.

His Associate Dean, who is relatively new to the college, did not recommend him. His Academic/Workforce Dean, a long-time colleague of Dr. Phillips, did not recommend him. The Council on Excellence reviewed his submitted multi-year contract packet and, based on their four assessment areas, recommended him. Afterwards, his Campus Provost, who had previously served as his Dean, nevertheless, also did not recommend him. Finally, the college's Senior Vice President of Campus Operations, who had previously served as his Campus Provost on the Plano Campus, also did not recommend Dr. Phillips.

Most of these individuals are colleagues who have worked directly with Dr. Phillips and have engaged in efforts to help him succeed at the college over many years. Some of these individuals and others have brought Dr. Phillips' workplace concerns forward and we have collectively addressed many of them, at times with meaningful and constructive discussions to find ways to best support the vision and mission of the college. I, myself, have renewed Dr. Phillips' multi-year contracts twice since 2016 without any regard to his social activism and self-serving activities during that time. In fact, he received positive recommendations throughout the last few years and I agreed with his Associate Dean, Dean, and Provost.

At this juncture of the review process, however, it appears that Dr. Phillips has not met the expectations of his own direct line supervisors and academic leaders. Based on the impartial recommendations before me, it appears that Dr. Phillips has not worked collaboratively with his Associate Dean and Academic/Workforce Dean or treated them in a respectful and professional manner. Dr. Phillips has demonstrated to supervisors that he ignores their directives to follow institutional policies and processes and allow those processes to fully work to address his workplace concerns. In not allowing our college supervisors or structures to address concerns, such as poor communication issues that inevitably arise from time to time at an institution of our size, Dr. Phillips has not sought revision of those disagreements or concerns of procedures in a judicious and appropriate manner as expressly required by Board policy DH(LOCAL) and DH(EXHIBIT).

Dr. Phillips has made deliberate choices and conducted himself in ways that benefit primarily his own self-interests and image, at the expense of the vision and mission of the college. I regret that Dr. Phillips' self-serving actions, at times lacking much factual support or scholarly discipline, do not bring credit to the college. The vision and mission of the college are non-negotiables and they must take priority over

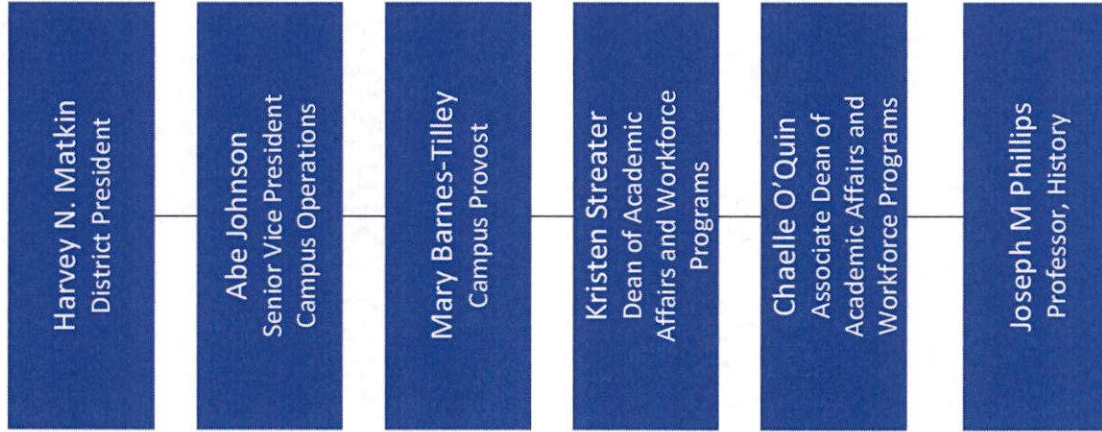
MATKIN_000001

those who are clearly self-absorbed or focused on self-constructed holograms that disingenuously project their world view.

Dr. Phillips continuing public protests and interests— and even misinformed personal attacks on me and my former religious affiliations — have absolutely no bearing on my final decision. Based on the totality of the recommendations before me, I do not approve a multi-year faculty contract or a one-year faculty contract for the 2022-2025 academic years for Dr. Phillips.



May 2022



COLLIN COLLEGE 002127

H. Neil Matkin

February 08, 2023
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THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

JOSEPH MICHAEL PHILLIPS,)
)
Plaintiff,)
) Civil Action
VS.) No. 4:22-cv-184-ALM
)
COLLIN COUNTY COMMUNITY)
COLLEGE DISTRICT, et al.,)
)
Defendants.)

REPORTER'S CERTIFICATION
DEPOSITION OF H. NEIL MATKIN
FEBRUARY 8, 2023

I, Christy Cortopassi, Certified Shorthand Reporter
in and for the State of Texas, hereby certify to the
following:

That the witness, H. NEIL MATKIN, was duly sworn by
the officer and that the transcript of the oral
deposition is a true record of the testimony given by
the witness;

That the deposition transcript was submitted on
3-8-23 to the witness or to the attorney
for the witness for examination, signature and return to
me by 4-7-23;

That the amount of time used by each party at the
deposition is as follows:

Mr. Greg H. Greubel.....06:16
Mr. Charles Joseph Crawford.....00:00
Mr. Robert J. Davis.....00:00

H Neil Matkin

February 08, 2023
Page 257

1 I further certify that pursuant to FRCP No
2 30(f)(1) that the signature of the deponent.

3 ___X___ was requested by the deponent or a party
4 before the completion of the deposition and that the
5 signature is to be returned within 30 days from date of
6 receipt of the transcript. If returned, the attached
7 Changes and Signature Page contains any changes and the
8 reasons therefor;

9 _____ was not requested by the deponent or a party
10 before the completion of the deposition.

11 I further certify that I am neither counsel for,
12 related to, nor employed by any of the parties or
13 attorneys in the action in which this proceeding was
14 taken, and further that I am not financially or
15 otherwise interested in the outcome of the action.

16 Certified to by me this 8th of March,
17 2023.

18
19 

20
21 Christy Cortopassi, Texas CSR 6222
Expiration Date. 10/31/2024

22 Firm Registration No. 633
23 Magna Legal Services
24 866.624.6221
25 www.MagnaLS.com

H. Neil Matkin

February 08, 2023
Page 255

1 I, H. NEIL MATKIN, have read the foregoing
2 deposition and hereby affix my signature that same is
3 true and correct, except as noted above.

4
5
6
7 

8 H. NEIL MATKIN

9
10
11 _____ No changes made ☒ Amendment sheet(s) attached

12
13 JOSEPH MICHAEL PHILLIPS

14
15 Vs.

16
17 COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, et al.,

18
19
20 JOB NO. 916091

H Neil Matkin

February 08, 2023
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CHANGES AND SIGNATURE

WITNESS· H. NEIL MATKIN

DATE· FEBRUARY 8, 2023

PAGE LINE	CHANGE	REASON
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See attached pages.

ERRATA PAGE

Page	Line(s)	Change(s)	Reason(s)
9	2	"Star" to "Stark"	Correction
9	17	Insert "full-time" after "worked"	Clarification
9	19	"recruiter" to "recruited"	Correction
9	20	"at my home in Amador and Texas" to "at my home in Texas at Ambassador College"	Correction
10	21	"Custer" to "Kustra"	Correction
10	22	"Older" to "Illinois"	Correction
12	23	Insert "it" after "taught"	Complete sentence
14	1	"a number" to "the number"	Correction
14	18	"Austin College" to "Austin Community College"	Correction
14	23	"not probably" to "probably not"	Grammatical correction
16	8	"policy to make sure that every policy got" to "process to make sure that every policy got"	Correction
16	8	"renewed" to "reviewed"	Correction
17	8	"faculty counsel" to "faculty council"	Make universal change to correct name
20	2	"distance" to "disciplines"	Correction
22	6	"rolling" to "rowing"	Correction
22	21	"recognize" to "recognized"	Correction
23	6	"workplace" to "workforce"	Correction
23	24	"measure" to "number"	Correction
24	1	"coaching counseling" to "coaching or counseling"	Correction
26	4	"that we get involved in" to "that would involve"	Correction
28	6	"I understood it" to "I have understood it"	Correction
32	6	"at the provost" and "with the provosts"	Correction
37	9	"how to file and EEOC" to "how to file an EEOC"	Correction
39	10	Delete "we"	Correction
39	18	"or yes" to "so, yes"	Correction
40	14	"that it meets " to "that it meets good cause "	Complete Answer
41	14	"in this case " to "in that case"	Correction
41	19	"came" to "come"	Correction
45	16	"the person's comment" to "the personal comment"	Correction
46	19	"reflect" to "reflects"	Correction
49	11-12	Delete answer Insert, "no "	Misspoke Legal policies are not approved by the Board, as stated earlier, Legal policies are drafted by the Texas Association of School Boards
66	21	"respect" to "respective"	Correction
67	7	"role admissions" to "role and mission"	Correction
67	24	Delete answer Insert "Only the local policy is approved by the Board "	Misspoke Legal policies are not approved by the Board
78	12	"freedom" to "property"	Correction

81	14	"explicit" to "exclusive"	Correction
83	3	"of" to "or"	Correction
92	24	"Audry" to "Audra"	Correct throughout transcript
94	12	Delete answer Insert "2021"	Correction 2021 was identified as the year
102	19	" 59" to "Paragraph 59 "	Correction
103	22	"That is how I dealt with it " to "That is how I dealt with that recommendation "	Misspoke I was referring to the process of receiving a non-renewal recommendation
107	6	"go forth" to "go-forward plan"	Correction
113	2	"AUP" to "AAUP"	Correction
113	3	"Ms Heaslip put Dr Jones' file complaints and" to "Ms Heaslip and Dr Jones filed complaints and"	Correction
114	24	"personal" to "personnel"	Correction
119	17	"that's off" to "that's fallen off"	Correction
120	15	"pros of tenure you have" to "pros of tenure is that you have"	Correction
122	6	"were" to "was"	Correction
122	15	"advocate" to "advocacy"	Correction
129	1	"colleges" to "college"	Correction
130	25	"personal" to "personnel"	Correction
138	18	"in there" to "on there"	Correction
141	2	"SACSCO" to "SACSCOC"	Correction and make change throughout
142	7	"SACSCO" to "SACSCOC"	Same
144	1	"SACSCO" to "SACSCOC "	Same
147	25	"calls" to "goals"	Correction
148	16	"were" to "was"	Correction
149	19	"they're" to "we're"	Correction
152	7	"faculty staff" to "faculty and staff"	Correction
152	9	"under it" to "under"	Correction
159	2	"peoples" to "people"	Correction
163	22	Delete "so"	Grammatical change
165	13	"reporting" to "requiring"	Correction
165	16	"appreciative" to "they can be appreciated "	Correction
174	16	"boards that won't go along kind of" to "local boards that won't go along with this kind of"	Correction
177	6	"trying" to "trune"	Correction
177	15	"elections" to "election"	Correction
180	2	"DISD" to "PISD"	Correction
181	13	"I rarely" to "No, I rarely"	Complete answer
182	9	"pull" to "uphold"	Correction
182	10	"exceed" to "excel "	Correction
183	2	"comparison" to "comparative"	Correction
183	7	"believe is Buddhist" to "believe in is Buddhism"	Correction

185	15-17	Upon further reflection on this answer, I am not sure it was Mr Sandford at all	Correction
186	1	"the president" to "another president"	Correction
186	7	"anybody" to "nobody"	Correction
188	10	"asks" to "asked"	Correction
192	6	"Crucis" to "Crusius"	Spelling correction
193	12	"Crucis" to "Crusius"	Spelling correction
196	22	"Crucis" to "Crusius"	Spelling correction
205	4	"descriptor" to "descriptors"	Correction
208	7	"recommendations for rules" to "recommendations for non-renewal"	Correction
208	9	"was part of the notes" to "may have been part of the notes"	Complete answer
208	19	"students" to "students"	Grammar
209	14	"contents" to "content"	Correction
216	5	"faculty, contractor rules" to "faculty contract renewals"	Correction
218	7	"multi-facet" to "multi-faceted"	Correction
218	12	"was" to "were"	Correction
223	14	"Dr Wise" to "Dr Weis"	Correction and throughout
223	25	"public" to "college"	Correction
224	1	"public" to "college"	Correction
224	11	"allotted" to "evaluated"	Correction
225	3	"it's done" to "it was done"	Correction
232	8	"we" to "I"	Correction
232	9	"being" to "be"	Correction
241	23	"anywhere" to "in"	Correction
242	12	"for me" to "before me"	Correction
242	21	"that clear" to "that clearly"	Correction
246	2-6	Delete answer Insert "Nothing, Matkin 50 is accurate "	Dates were checked and organization chart as shown in Matkin 50 is correct
249	8	"Matter fact" to "As a matter of fact"	Correction

H Neil Matkin

February 08, 2023
Page 2

A P P E A R A N C E S

FOR THE PLAINTIFF:

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FOR THE DEFENDANT COLLIN COUNTY COMMUNITY COLLEGE
DISTRICT.

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FOR THE DEFENDANT BOARD OF TRUSTEES:

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Dallas, Texas 75251
972.234 3400
bdavis@mssattorneys.com

ALSO PRESENT:

Ms Monica Velazquez,
General Counsel, Collin College

Terry VanDerHeyden - Videographer

KTA
KIM TINDALL & ASSOCIATES

RE: H. Neil Matkin

April 6, 2023

Dear Client:

We are forwarding these documents to you as the custodial attorney in this matter. This transcript is being handled pursuant to the Federal Rules of Civil Procedure and we have copied all parties on the Changes and Signature page(s) with the attached Certificate of Deposition submitted by the deponent to our office.

The items marked refer to the attached documents.

✓ The Changes and Signature page(s) was returned to our office within the specified time limit; therefore, we are forwarding the original deposition transcript(s) and the Changes and Signature page(s) with the attached Certificate of Deposition to you as the custodial attorney in this matter for safekeeping. All parties will be copied on the Changes and Signature page(s).

 The deponent returned the Changes and Signature page(s) within the specified time limit, however, the Changes and Signature page(s) was inadvertently returned without the original transcript. All parties have been copied.

 The Changes and Signature page(s) was not returned to our office within the specified time limit; therefore, we are forwarding the original deposition transcript to you as the custodial attorney in this matter.

 The Changes and Signature page(s) was returned to our office unexecuted. We are forwarding the original deposition transcript to you as the custodial attorney in this matter.

 The deponent returned the Changes and Signature page(s) enclosed after the specified time limit. All parties have been copied as a courtesy.

 This is to notify you that the examination and signature was not requested by the deponent and/or a party before the completion of the deposition; therefore, signature is waived pursuant to the Federal Rules of Civil Procedures. All parties have been copied via e-mail.

 A copy of the Changes and Signature page(s) was previously returned within the specified time limit. We are now in receipt of the Original Deposition Transcript and/or Changes and Signature page(s); therefore, we are returning it to you as the Custodial attorney in this matter for safekeeping.

 Amended.

Should you have any questions or concerns, please feel free to contact our office.

Sincerely,

KTA Certs Department

Certs@KTandA.COM

Nancy Renfroe – Department Manager

Kim Tindall & Associates, LLC
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Phone: 866.672.7880 Fax: 210.697.3408